

# United States Bankruptcy Court, Northern District of California

Fill in this information to identify the case (Select only one Debtor per claim form):

- ☐ PG&E Corporation (19-30088)
- ☒ Pacific Gas and Electric Company (19-30089)

## Official Form 410

### Proof of Claim

04/16

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. Do not send original documents; they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.

Unless an exception in the Bar Date Order applies to you, you should not use this form to submit a claim that arises out of or relates to the fires that occurred in Northern California prior to January 29, 2019.

#### Part 1: Identify the Claim

1. Who is the current creditor?	North American Fence & Railing, Inc. Name of the current creditor (the person or entity to be paid for this claim) Other names the creditor used with the debtor _____	
2. Has this claim been acquired from someone else?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. From whom? _____	
3. Where should notices and payments to the creditor be sent?  Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)	Where should notices to the creditor be sent?  North American Fence & Railing, Inc. c/o Rogers Joseph O'Donnell Attn: Aaron P. Silberman, Lauren B. Kramer 311 California Street San Francisco, CA 94104  Contact phone _____ Contact email _____	Where should payments to the creditor be sent? (if different)    Contact phone _____ Contact email _____
4. Does this claim amend one already filed?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Claim number on court claims registry (if known) _____ Filed on _____ MM / DD / YYYY	
5. Do you know if anyone else has filed a proof of claim for this claim?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Who made the earlier filing? _____	

**Part 2:****Give Information About the Claim as of the Date the Case Was Filed**

6. Do you have any number you use to identify the debtor?

☒ No

☐ Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: \_\_\_\_\_

7. How much is the claim?

\$ 13,981.20

Does this amount include interest or other charges?

☐ No

☐ Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

8. What is the basis of the claim?

Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card.

Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c).

Limit disclosing information that is entitled to privacy, such as health care information.

Contract for labor, services, equipment, and/or materials for construction and improvement of projects on real property; mechanic's lien

9. Is all or part of the claim secured?

☐ No

☒ Yes. The claim is secured by a lien on property.

**Nature of property:**

☒ Real estate. If the claim is secured by the debtor's principal residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim*.

☐ Motor vehicle

☐ Other. Describe: \_\_\_\_\_

**Basis for perfection:**

Mechanics lien; Notice of Continued Perfection of Lien

Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)

Value of property: \$ Unknown

Amount of the claim that is secured: \$ 13,981.20

Amount of the claim that is unsecured: \$ 0 (The sum of the secured and unsecured amounts should match the amount in line 7.)

Amount necessary to cure any default as of the date of the petition: \$ \_\_\_\_\_

Annual Interest Rate (when case was filed) \_\_\_\_\_%

☐ Fixed

☐ Variable

10. Is this claim based on a lease?

☒ No

☐ Yes. Amount necessary to cure any default as of the date of the petition. \$ \_\_\_\_\_

11. Is this claim subject to a right of setoff?

☒ No

☐ Yes. Identify the property: \_\_\_\_\_

12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?

☒ No

☐ Yes. Check one:

- ☐ Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).
- ☐ Up to \$2,850 of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).
- ☐ Wages, salaries, or commissions (up to \$12,850) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).
- ☐ Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).
- ☐ Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).
- ☐ Other. Specify subsection of 11 U.S.C. § 507(a)( ) that applies.

Amount entitled to priority

\$ \_\_\_\_\_

\$ \_\_\_\_\_

\$ \_\_\_\_\_

\$ \_\_\_\_\_

\$ \_\_\_\_\_

\$ \_\_\_\_\_

\* Amounts are subject to adjustment on 4/01/19 and every 3 years after that for cases begun on or after the date of adjustment.

**Part 3: Sign Below**

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

- ☐ I am the creditor.
- ☒ I am the creditor's attorney or authorized agent.
- ☐ I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.
- ☐ I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 10/17/19 (mm/dd/yyyy)

  
Signature

Print the name of the person who is completing and signing this claim:

Name Aaron P. Silberman  
First name Middle name Last name

Title Attorney

Company Rogers Joseph O'Donnell  
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address 311 California Street, 10th Floor  
Number Street  
San Francisco CA 94104  
City State ZIP Code  
(415) 956-2828 asilberman@rjo.com  
Contact phone Email

# Instructions for Proof of Claim

United States Bankruptcy Court

12/15

These instructions and definitions generally explain the law. In certain circumstances, such as bankruptcy cases that debtors do not file voluntarily, exceptions to these general rules may apply. You should consider obtaining the advice of an attorney, especially if you are unfamiliar with the bankruptcy process and privacy regulations.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157 and 3571.

## How to fill out this form

- **Fill in all of the information about the claim as of January 29, 2019.**
- **Fill in the caption at the top of the form.**
- **If the claim has been acquired from someone else, then state the identity of the last party** who owned the claim or was the holder of the claim and who transferred it to you before the initial claim was filed.

- **Attach any supporting documents to this form.**  
Attach redacted copies of any documents that show that the debt exists, a lien secures the debt, or both. (See the definition of *redaction* on the next page.)

Also attach redacted copies of any documents that show perfection of any security interest or any assignments or transfers of the debt. In addition to the documents, a summary may be added. Federal Rule of Bankruptcy Procedure (called "Bankruptcy Rule") 3001(c) and (d).

- **Do not attach original documents because attachments may be destroyed after scanning.**
- **If the claim is based on delivering health care goods or services, do not disclose confidential health care information. Leave out or redact confidential information both in the claim and in the attached documents.**
- **A *Proof of Claim* form and any attached documents must show only the last 4 digits of any social security number, individual's tax identification number, or financial account number, and only the year of any person's date of birth. See Bankruptcy Rule 9037.**
- **For a minor child, fill in only the child's initials and the full name of the child's parent or guardian. For example, write *A.B., a minor child (John Doe, parent)*. See Bankruptcy Rule 9037.**

## Confirmation that the claim has been filed

To receive confirmation that the claim has been filed, either enclose a stamped self-addressed envelope and a copy of this form. You may view a list of filed claims in this case by visiting the Claims and Noticing Agent's website at <https://restructuring.primeclerk.com/pge>.

## Understand the terms used in this form

**Administrative expense:** Generally, an expense that arises after a bankruptcy case is filed in connection with operating, liquidating, or distributing the bankruptcy estate. 11 U.S.C. § 503.

**Claim:** A creditor's right to receive payment for a debt that the debtor owed on the date the debtor filed for bankruptcy. 11 U.S.C. § 101 (5). A claim may be secured or unsecured.

**Creditor:** A person, corporation, or other entity to whom a debtor owes a debt that was incurred on or before the date the debtor filed for bankruptcy. 11 U.S.C. § 101 (10).

**Debtor:** A person, corporation, or other entity who is in bankruptcy. Use the debtor's name and case number as shown in the bankruptcy notice you received. 11 U.S.C. § 101 (13).

**Evidence of perfection:** Evidence of perfection of a security interest may include documents showing that a security interest has been filed or recorded, such as a mortgage, lien, certificate of title, or financing statement.

**Information that is entitled to privacy:** A *Proof of Claim* form and any attached documents must show only the last 4 digits of any social security number, an individual's tax identification number, or a financial account number, only the initials of a minor's name, and only the year of any person's date of birth. If a claim is based on delivering health care goods or services, limit the disclosure of the goods or services to avoid embarrassment or disclosure of confidential health care information. You may later be required to give more information if the trustee or someone else in interest objects to the claim.

**Priority claim:** A claim within a category of unsecured claims that is entitled to priority under 11 U.S.C. § 507(a). These claims are paid from the available money or property in a bankruptcy case before other unsecured claims are paid. Common priority unsecured claims include alimony, child support, taxes, and certain unpaid wages.

**Proof of claim:** A form that shows the amount of debt the debtor owed to a creditor on the date of the bankruptcy filing. The form must be filed in the district where the case is pending.

**Redaction of information:** Masking, editing out, or deleting certain information to protect privacy. Filers must redact or leave out information entitled to **privacy** on the *Proof of Claim* form and any attached documents.

**Secured claim under 11 U.S.C. § 506(a):** A claim backed by a lien on particular property of the debtor. A claim is secured to the extent that a creditor has the right to be paid from the property before other creditors are paid. The amount of a secured claim usually cannot be more than the value of the particular property on which the creditor has a lien. Any amount owed to a creditor that is more than the value of the property normally may be an unsecured claim. But exceptions exist; for example, see 11 U.S.C. § 1322(b) and the final sentence of § 1325(a).

Examples of liens on property include a mortgage on real estate or a security interest in a car. A lien may be voluntarily granted by a debtor or may be obtained through a court proceeding. In some states, a court judgment may be a lien.

**Setoff:** Occurs when a creditor pays itself with money belonging to the debtor that it is holding, or by canceling a debt it owes to the debtor.

**Unsecured claim:** A claim that does not meet the requirements of a secured claim. A claim may be unsecured in part to the extent that the amount of the claim is more than the value of the property on which a creditor has a lien.

### Offers to purchase a claim

Certain entities purchase claims for an amount that is less than the face value of the claims. These entities may contact creditors offering to purchase their claims. Some written communications from these entities may easily be confused with official court documentation or communications from the debtor. These entities do not represent the bankruptcy court, the bankruptcy trustee, or the debtor. A creditor has no obligation to sell its claim. However, if a creditor decides to sell its claim, any transfer of that claim is subject to Bankruptcy Rule 3001(e), any provisions of the Bankruptcy Code (11 U.S.C. § 101 et seq.) that apply, and any orders of the bankruptcy court that apply.

### Please send completed Proof(s) of Claim to:

#### If by first class mail:

PG&E Corporation Claims Processing Center  
c/o Prime Clerk LLC  
Grand Central Station, PO Box 4850  
New York, NY 10163-4850

#### If by overnight courier or hand delivery:

PG&E Corporation Claims Processing Center  
c/o Prime Clerk LLC  
850 Third Avenue, Suite 412  
Brooklyn, NY 11232

**You may also hand deliver your completed Proof(s) of Claim to any of the following service center offices (beginning July 15, 2019 through the Bar Date (October 21, 2019) during the hours of 8:30 a.m. – 5:00 p.m. Prevailing Pacific Time):**

Chico Service Center  
350 Salem Street  
Chico, CA 95928

Marysville Service Center  
231 "D" Street  
Marysville, CA 95901

Napa Service Center  
1850 Soscol Ave. Ste 105  
Napa, CA 94559

Oroville Service Center  
1567 Huntoon Street  
Oroville, CA 95965

Redding Service Center  
3600 Meadow View Road  
Redding, CA 96002

Santa Rosa Service Center  
111 Stony Circle  
Santa Rosa, CA 95401

**Photocopy machines will not be available at the Claim Service Centers; you must bring a photocopy of your claim if you wish to receive a date-stamped copy.**

**Do not file these instructions with your form**

1 ROGERS JOSEPH O'DONNELL  
2 Aaron P. Silberman (State Bar No. 161021)  
3 asilberman@rjo.com  
4 Lauren B. Kramer (State Bar No. 259821)  
5 lkramer@rjo.com  
6 311 California Street  
7 San Francisco, California 94104  
8 Telephone: 415.956.2828  
9 Facsimile: 415.956.6457

6 Attorney for  
7 NORTH AMERICAN  
8 FENCE & RAILING, INC.

9  
10 UNITED STATES BANKRUPTCY COURT  
11 NORTHERN DISTRICT OF CALIFORNIA  
12 SAN FRANCISCO DIVISION

13 In re  
14 PG&E CORPORATION,  
15 and  
16 PACIFIC GAS AND ELECTRIC  
17 COMPANY  
18 Debtors.

Case No. 19-30088 DM (Lead Case)

(Jointly Administered with Case No. 19-30089 DM)

Chapter 11

**NOTICE OF CONTINUED  
PERFECTION OF MECHANICS LIEN  
PURSUANT TO 11 U.S.C. § 546(b)(2)**

- 19 ☐ Affects PG&E Corporation  
20 ☐ Affects Pacific Gas and Electric  
21 Company  
22 ☐ Affects both Debtors.  
23 \* All papers shall be filed in the  
24 Lead Case No. 19-30088 DM.

25  
26 North American Fence & Railing, Inc. ("NAFR"), by and through its  
27 undersigned counsel, hereby gives notice of continued perfection of its mechanics lien under  
28 11 U.S.C. § 546(b)(2), as follows:

Page 1

Notice of Continued Perfection of Mechanic Lien Pursuant to 11 U.S.C. § 546(b)(2) - Case No. 19-30088 DM

Case: 19-30088 Doc# 2441 Filed: 06/06/19 Entered: 06/06/19 15:35:49 Page 1 of 493991.2

Case: 19-30088 Doc# 4259 Filed: 10/17/19 Entered: 10/17/19 16:05:38 Page 6 of

1           1.     NAFR is a corporation that has provided and delivered labor, services,  
2     equipment, and/or materials for the construction and improvement of projects on real  
3     property located in the County of Alameda, State of California (the "Property") and owned by  
4     PG&E Corporation and/or Pacific Gas and Electric Company (collectively, the "Debtors").

5           2.     Through March 12, 2019, the amount owing to NAFR is at least  
6     \$24,208.20.

7           3.     NAFR properly perfected its mechanics lien under California Civil  
8     Code §§ 8400, et seq., by timely recording its mechanics lien ("Claim of Lien") in the  
9     Official Records of the Alameda County, State of California, as more fully described in its  
10    Claim of Lien, a true and correct copy of which is attached hereto as Exhibit A.

11          4.     Pursuant to California Civil Code § 8400, an action to enforce a lien  
12    must be commenced within 90 days after recordation of the claim of lien. However, due to  
13    the automatic stay set forth in 11 U.S.C. § 362, NAFR is precluded from filing a state court  
14    action to enforce its mechanics lien. 11 U.S.C. § 546(b)(2) provides that, when applicable  
15    law requires seizure of property or commencement of an action to perfect, maintain, or  
16    continue the perfection of an interest in property, and the property has not been seized or an  
17    action has not been commenced before the bankruptcy petition date, then the claimant shall  
18    instead give notice within the time fixed by law for seizing property or commencing an  
19    action. See 11 U.S.C. § 546(b)(2); In re Baldwin Builders, 232 B.R. 406 (9th Cir. 1999).

20          5.     Accordingly, NAFR hereby provides notice of its rights as a perfected  
21    lienholder in the Property pursuant to California's mechanics lien law. NAFR is filing and  
22    serving this notice to preserve, perfect, maintain, and continue the perfection of its lien and its  
23    rights in the Property to comply with the requirements of California state law, 11 U.S.C.  
24    §§ 362(a), 362(b)(3), and 546(b)(2), and any other applicable law. This notice constitutes the  
25    legal equivalent of having commenced an action to foreclose the lien in the proper court. By  
26    this notice, the Debtors and other parties in interest are estopped from claiming that the  
27    lawsuit to enforce NAFR's mechanics lien was not timely commenced pursuant to applicable  
28



1 state law. NAFR intends to enforce its lien rights to the fullest extent permitted by applicable  
2 law. The interests perfected, maintained, or continued by 11 U.S.C. § 546(b)(2) extend in  
3 and to the proceeds, products, offspring, rents, or profits of the Property.

4 6. The filing of this notice shall not be construed as an admission that such  
5 filing is required under the Bankruptcy Code, the California mechanics lien law, or any other  
6 applicable law. In addition, NAFR does not make any admission of fact or law, and NAFR  
7 asserts that its lien is senior to and effective against entities that may have acquired rights or  
8 interests in the Property previously.

9 7. The filing of this notice shall not be deemed a waiver of NAFR's right  
10 to seek relief from the automatic stay to foreclose its mechanics lien and/or a waiver of any  
11 other rights or defenses.

12 8. NAFR reserves all rights, including the right to amend or supplement  
13 this notice.

14  
15 Dated: June 3, 2019

ROGERS JOSEPH O'DONNELL

16  
17 By: /s Aaron P. Silberman  
AARON P. SILBERMAN

18  
19 Attorney for  
20 NORTH AMERICAN FENCE &  
RAILING, INC.



# EXHIBIT A

RECORDING REQUESTED BY:  
North American Fence & Railing, Inc.

AND WHEN RECORDED MAIL TO:  
North American Fence & Railing, Inc.

515 23rd Avenue  
Oakland, CA 94606



2019046230

03/13/2019 03:50 PM

OFFICIAL RECORDS OF ALAMEDA COUNTY  
MELISSA WILK  
RECORDING FEE: 109.00



2 PGS

SPACE ABOVE THIS LINE FOR RECORDER'S USE -

## MECHANICS LIEN

The undersigned claimant, North American Fence & Railing, Inc., 515 23rd Avenue, Oakland, CA 94606, claims a lien for labor, services, equipment, and/or materials under California Civil Code Section 8416 et seq., upon the premises hereinafter described, and upon every estate or interest in such structures, improvements and premises held by any party holding any estate therein.

The labor, services, equipment, and/or materials, were furnished for the construction of those buildings, improvements, or structures, now upon that certain parcel of land situated in the County of Alameda, State of California, said land described as follows: 6690 Weber Road, Fremont, CA.

The sum of \$24,208.20 together with interest thereon at the rate of 0.00 percent per annum from March 12, 2019, is due claimant (after deducting all just credits and offsets) for the following work and/or material furnished by claimant: Chain link fence.

Claimant furnished the work and/or materials at the request of, or under contract with: Turner Construction Company, 300 Frank H. Ogawa Plaza, #150, Oakland, CA 94612.

The owner(s) or reputed owner(s) of the property are: Pacific Gas and Electric Company, 77 Beale Street, 32nd Floor, San Francisco, CA 94105.

Firm Name: North American Fence & Railing, Inc.


By:   
Naomi Samuela / Authorized Agent

### VERIFICATION

I, the undersigned, say: I am the Authorized Agent of the claimant of the foregoing mechanics lien: I have read said claim of mechanics lien and know the contents thereof: the same is true of my own knowledge. I declare under penalty of perjury that the foregoing is true and correct.

Executed on March 12, 2019, at San Diego, California.

Firm Name: North American Fence & Railing, Inc.

  
Naomi Samuela / Authorized Agent

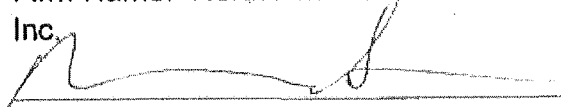
**PROOF OF SERVICE AFFIDAVIT  
DECLARATION OF SERVICE BY MAIL  
California Civil Code Section 8416 (a)(7) & (c)(1)**

I, Naomi Samuela, as Lien Preparer, declare that we, Construction Notice Services, Inc., served copies of this Mechanics Lien and Notice of Mechanics Lien on 6690 Weber Road, Fremont, CA by first class certified mail, postage prepaid, on March 12, 2019, at the San Diego/Mira Mesa California Post Office.

Copies of this Mechanics Lien and Notice of Mechanics Lien were mailed to the Property Owner(s) or Reputed Owner(s), Pacific Gas and Electric Company, 77 Beale Street, 32nd Floor, San Francisco, CA 94105.

I declare, under penalty of perjury, that the foregoing is true and correct. Executed on March 12, 2019, at San Diego, California.

Firm Name: North American Fence & Railing,  
Inc.



Naomi Samuela / Authorized Agent  
(69245)

**NOTICE OF MECHANICS LIEN  
ATTENTION!**

Upon the recording of the enclosed MECHANICS LIEN with the county recorder's office of the county where the property is located, your property is subject to the filing of a legal action seeking a court-ordered foreclosure sale of the real property on which the lien has been recorded. The legal action must be filed with the court no later than 90 days after the date the mechanic's lien is recorded.

The party identified in the mechanics lien may have provided labor or materials for improvements to your property and may not have been paid for these items. You are receiving this notice because it is a required step in filing a mechanics lien foreclosure action against your property. The foreclosure action will seek a sale of your property in order to pay for unpaid labor, materials, or improvements provided to your property. This may affect your ability to borrow against, refinance, or sell the property until the mechanics lien is released.

BECAUSE THE LIEN AFFECTS YOUR PROPERTY, YOU MAY WISH TO SPEAK WITH YOUR CONTRACTOR IMMEDIATELY, OR CONTACT AN ATTORNEY, OR FOR MORE INFORMATION ON MECHANICS LIENS GO TO THE CONTRACTORS' STATE LICENSE BOARD WEB SITE AT [www.cslb.ca.gov](http://www.cslb.ca.gov).

\*\* ACCOUNTS RECEIVABLE \*\*  
 OPEN INVOICE REPORT  
 To Date

AGEING DATE: 10/14/19 (Also used to determine "Available Discounts")

JOB: 188004 TURNER CONSTRUCTION COMPANY

TRAN #	INV DATE	INV NUMBER / COMMENT	CUST#	DUE DATE	BALANCE DUE AMOUNT	AGE	RETENT / DISC EXP DATE	AMOUNT	NET DUE AMOUNT	PAY AMOUNT
		Ret 188004	00043		0.00			13,981.20R		
JOB TOTALS:				1 Invoices	0.00				0.00	
AGEING OF		CURRENT	OVERDUE	30+	60+	90+	RETENTION:	13,981.20 R		
BALANCE DUE:		0.00	0.00	0.00	0.00	0.00	GROSS BAL:	13,981.20		

SWO (REV 11/17/10)

**SUBCONTRACT WORK ORDER****Turner Construction Company**

<b>Subcontractor:</b> <b>North American Fence &amp; Railing, Inc</b> <b>515 23rd Avenue, Oakland, CA, 94606-5306</b>	<b>Office:</b> <b>Bay Area</b>	<b>Date:</b> <b>01/10/2018</b>
	<b>Contract:</b> <b>PG&amp;E Warehouses, Fremont</b>	<b>Project Number:</b> <b>180026</b>
	<b>Subcontract Work:</b> <b>Fencing and Gates</b>	<b>Sub#</b> <b>10026080</b>
		<b>Work Order#</b> <b>4700097472</b>

The terms and conditions of the Master Subcontract dated **05/24/2016** shall govern this Subcontract Work Order (SWO) with the exception of those modifications listed below:

1. Project: **PG&E Warehouses, Fremont**
2. Premises: **6690 Weber Road, Fremont, CA, 94538**
3. Architect:
4. Owner: **PG&E Corporation**
5. Date of General Contract: **09/04/2017**
6. Overhead Markup: **See Formula For Changes**
7. Profit Markup: **See Formula For Changes**
8. Reserve applicable to this SWO is as follows: **10.00%**
9. All invoices are to be identified to the above referenced SWO Number. Invoices are to be submitted to **Turner Construction Company**, located at **300 Frank H. Ogawa Plz, Ste 510, Oakland, CA, 94612**.
10. Insurance Requirements

1. Worker's Compensation in accordance with Laws of the State in which the Work is situated.
2. General Liability: **\$ 2,000,000.00** / combined single limit.  
General Aggregate: **\$ 2,000,000.00**

  X  . Subcontractor Election A). The above insurance coverages shall be provided by insurance companies selected by the Subcontractor.

or

      . Subcontractor Election B). The above insurance coverages shall be provided through a consolidated insurance program (CCIP) arranged by **Turner Construction Company**. **\$ \_\_\_\_\_** (The "Estimated Unburdened Payroll") warranted by Subcontractor as accurate for calculation of Insurance Premium for Subcontractor and enrolled Lower Tiers.

      . Subcontractor Election B, Sub-Part B-1. Project utilizes a consolidated insurance program (CCIP) arranged by **Turner Construction Company**. Subcontractor is an Excluded Prime Tier with Enrolled Lower Tier Subcontractors. **\$ \_\_\_\_\_** (The "Estimated Unburdened Payroll") warranted by Subcontractor as accurate for calculation of Insurance Premium for enrolled Lower Tiers.

or

      . Subcontractor Election C). The above insurance coverages shall be provided through an Owner Controlled Insurance Program (OCIP.)

3. Automobile Liability : **\$ 1,000,000.00** / per accident

SWO (REV 11/17/10)

4. Additional Insured: **Turner Construction Company, The Turner Corporation, Owner TURNER CONSTRUCTION COMPANY, PACIFIC GAS AND ELECTRIC COMPANY(PG&E), ITS DIRECTORS, OFFICERS, AGENTS AND EMPLOYEES..**

11. 100% Payment & Performance Bonds (Y/N): **No**

A. If a Payment and Performance Bond is required by this SWO, Subcontractor and its surety hereby agree to execute and deliver to Turner in connection with the issuance of Change Orders under this SWO, Rider "A" amendments increasing the amount (penal sum) of the performance and payment bonds when Subcontractor is requested by Turner to do so. The reasonable premiums or other charges paid by Subcontractor for the procurement of the Rider "A" amendment requested by Turner will be paid as a part of the Change Order.

12. SWO Amount: **\$ 115,663.00**

13. Additional Provisions:  
**2A, 16A, and 16B**

**North American Fence & Railing, Inc**

DocuSigned by:  
BY: Kira Comini  
F8B24A60D7C540F...

**Turner Construction Company**

DocuSigned by:  
BY: KAMRAN CHAUDHRY  
Kamran Chaudhry - Bay Area Procurement  
Manager  
9BE00398FA304D3...

DS  
MG

**PG&E EARTHQUAKE EMERGENCY RESTORATION (EER) WAREHOUSES**  
**FREMONT, CA**  
**TURNER PROJECT # 180026**  
**FENCING AND GATES**

**DATE: 1/10/18 Rev. 2/8/18**

**ADDITIONAL PROVISIONS**

1. **The Subcontract Price is comprised of the following:**

Base Bid – FENCING AND GATES	\$ 115,663
<b>Total Subcontract Price</b>	<b>\$ 115,663</b>

2. **Payment and Performance Bonds** in accordance with Article XXIV and Attachment B of this Subcontract will NOT be required.
3. **Alternates:** The Subcontractor will provide the following Alternate Prices to be used for changes in the Work as directed by Turner. The alternate Prices listed below include all material, labor, fringes, taxes, overhead, profit and bond costs (if applicable). The inclusion of these Alternate Prices here does not obligate Turner to award the indicated work to the Subcontractor, however if such an award is made it will be done in accordance with these Alternate Prices and Article IX of the Subcontract.

AP1	N/A	ADD/DEDUCT	\$	LS
AP2	N/A		\$	
AP3	N/A		\$	
AP4	N/A		\$	

4. **Unit Prices:** The Subcontractor will provide the following Unit Prices to be used for changes in the Work as directed by Turner. The unit prices listed below include all material, labor, fringes, taxes, insurance, overhead, and profit. The inclusion of these Unit Prices here does not obligate Turner to award the indicated work to the Subcontractor, however if such an award is made it will be done in accordance with these Unit Prices, the "Formula for Changes" and Article IX of the Subcontract. **NOT USED AT THIS TIME**
5. **Labor Rates:** The Subcontractor will provide labor rates at an appropriate time to Turner Construction Company Labor rates shall be verified by project team as necessary for work performed in accordance with Article IX of the Subcontract. The rates shall include onsite workman's compensation, general liability and exclude overhead and profit: **NOT USED AT THIS TIME**
6. **Preliminary Schedule:** All work will be performed in accordance with Turner Construction Project Schedule.
7. Subcontractor is responsible for builders risk insurance deductibles if the cause of the deductible is their responsibility.
8. Unless otherwise directed or authorized, in writing, by Contractor, all Applications for Payment and all supporting documents for Subcontractor and its sub-subcontractors and suppliers, shall be in electronic format and shall be submitted to Contractor using the Textura payment management system proscribed by Contractor. Subcontractor shall be responsible for the fees and costs owed associated with Subcontractor's use of the Textura payment management system. Subcontractor shall include a similar provision in its sub-subcontracts and purchase orders.



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**ADDITIONAL PROVISIONS**

1. The Work shall be performed in accordance with the following Drawings, Specifications and Correspondence:

DRAWINGS: Item No. 03 Attachment A, Drawing List Dated 6/19/2017

SPECIFICATIONS: The Subcontractor is responsible for the Work as referenced in the entire set of Specifications published for the Project, specifically including

General Conditions  
Division 1 - General Requirements

CORRESPONDENCE ATTACHED TO CONTRACT:

Item No. 11 - Turner's **Attachment D** - Insurance Requirements dated 6/19/2017  
Item No. 06 - PGE - Newark Warehouse Project Schedule dated 1/5/2018 (Run Date)  
Item No. 04 - Turner's **Attachment B 5** - Scope of Work dated ~~12/14/17 REV 1/16/2018~~ Rev 1/26/18 Rev 2/7/2018

CORRESPONDENCE FOUND ONLINE (LINK): <https://turnernorcal.box.com/s/nsrz6zkuyhchw94hp443p7phtlrm1s46>

Item No. 04 - Turner's **Attachment B 1-4** - General Scope of Work dated 6/14/2017  
~~Item No. 05 - Bid Form~~  
~~Item No. 05.1 - Non Collusion Affidavit (for Public Work Only)~~  
~~Item No. 05.2 - Sub Listing Form - Public Work Only~~  
Item No. 07 - Turner Contract Form 36 CA  
~~Item No. 10 - Turner's **Attachment C** - Additional Provisions for Design-Build Subcontractors dated 6/19/2017~~  
Item No. 11 - Turner's **Attachment D** - Insurance Requirements dated 6/19/2017  
~~Item No. 12 - Turner's Attachment F - Public Works Addendum~~  
Item No. 13 - Turner's **Formula for Changes** dated 6/19/2017  
~~Item No. 14A - Payment Bond Form~~  
~~Item No. 14B - Performance Bond Form~~  
Item No. 15 - Turner's **Subcontractor Procedures Manual** dated 6/19/2017  
Item No. 16A - Norcal Environmental Health and Safety Requirements dated 2017  
Item No. 17 - Turner's **Construction Waste Management Plan** dated 6/19/2017  
~~Item No. 18 - SB854 Fact Sheet 6.30.2014~~  
Item No. 19.1 - Turner Accelerated Payment Program Sub Communication  
Item No. 19.2 - Accelerated Payment Program Rider California Version  
Item No. 20 - EEO Policy  
Item No. 21 - Policy against Harassment  
PGE - ERTC Newark Greater Bay Area Earthquake Emergency Restoration  
PGE - Project Environment Review Newark  
PGE - Small Area Substation Construction A-ESCP ETIC Rev12.29.10  
PGE - Stockpile A-ESCP\_2017\_03  
PGE - Exhibit 1A Diversity Statement dated 8.14.11  
PGE - Exhibit 8 and 8A - NERC Requirements 4.2016  
PGE - Good Housekeeping A-ESCP-Feb 2013  
PGE - ISN FAQ's 07.11.2017  
PGE - Supplier Code of Conduct  
PGE - Contractor Safety Program Requirements  
PGE - Newark Warehouse Project 12.01.017  
Fremont - Waste Handling Plan

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**ADDITIONAL PROVISIONS**

2. The Subcontractor acknowledges that Turner is signatory to collective bargaining agreement with the **Carpenters 46 Northern California Counties Conference Board**. Subcontractor and all lower tier subcontractors performing work covered by Turner's Carpenter Agreement will do so under the terms of said agreement and, if performing such work with its own forces, shall become signatory to the applicable Carpenters Agreement as a condition for performing the work.

The Subcontractor acknowledges that Turner is signatory to collective bargaining agreement with the **Northern California District Council of Laborers**. The Subcontractor shall perform all work covered by Turner's Laborers Agreement in accordance with all terms and conditions of said agreement, including the payment of wages and fringe benefits.

Subcontractor acknowledges that terms and conditions of the labor agreements with the unions identified above, may require that Subcontractor comply with additional labor agreements with unions affiliated with the AFL-CIO but not listed herein. When the terms and conditions of the noted labor agreements so require, Subcontractor shall perform its jobsite work pursuant to all terms and conditions of an appropriate labor agreement with a union affiliated with the AFL-CIO.

Should there be picketing on Turner's jobsite and Turner establishes a reserve gate for the Subcontractor's purpose, it shall be the obligation of Subcontractor to continue the proper performance of its work without interruption or delay. Should Turner, at its sole discretion, establish a reserve gate system on the project, the Subcontractor warrants that its employees and suppliers will use the reserved gate(s) designated for their use by Turner. Failure to perform in accordance with this provision shall constitute a material breach of the Subcontract.

Subcontractor further promises and agrees that it will bind and require all of its subcontractors and their subcontractors performing jobsite work of the type covered by any of the labor agreements referenced above to agree to all of the foregoing promises and undertakings, to the same effect as herein provided with respect to Subcontractor.

Subcontractor shall comply with all equal employment opportunity and affirmative action requirements promulgated by any governmental authority, including, without limitation, the requirements of the Civil Rights Act of 1964, Presidential Executive Orders No. 10925, 11114 and 11246, the California Fair Employment Practices Act, the Americans with Disabilities Act of 1991 and the Family and Medical Leave Act of 1993. Subcontractor shall comply with and agrees to be bound by all applicable Federal, State and local laws and regulations, including, but not limited to, all Fair Labor Standards Act provisions and California Labor Code provisions covering the work. Upon request, Subcontractor agrees to submit certified payroll reports to Turner no later than three (3) working days after labor has been paid.



PG&E EER Warehouses  
Turner Project #180026  
Fencing and Gates

02/07/18  
Item No. 04

### Attachment B – Scope of Work

#### 5.0 SCOPE OF WORK: Fencing and Gates

- a. **General Scope of Work:** The Work of this Agreement shall include but shall not be limited to the engineering, design, supervision, labor, equipment, tools, material, supplies, incidentals, scaffolding, cranes, operations and activities required by the Contract Documents or reasonably inferable by Subcontractor as necessary to produce the results intended by the Contract Documents. Work will be performed in a safe, expeditious, orderly, and workmanlike manner, in the best manner known to each respective trade, in compliance with all applicable codes and as permitted by all Authorities Having Jurisdiction (AHJ).
- b. **Specific Contract Documents:** This Scope of Work includes ALL work within the following Specification Sections.

Spec Section	Description
Division 32	Exterior Improvements

- c. The Specification Sections listed below contain specific work that is included as related to the scope of Work in this bid package. Other Sections may apply and the Subcontractor shall review all Specification Sections accordingly for work required to provide a complete system, and for coordination with other work.

Spec Section	Description
Division 3	Concrete

- d. The specific and standard inclusions listed below are intended to clarify and shall not limit in any way the responsibility for the Work included in the Specification Sections above.
- e. Certain aspects and/or components of Subcontractor's work may be performance-based (e.g. the work shall be engineered by Subcontractor or Subcontractor's engineer to perform in accordance with the Contract Documents – where indicated). If this is the case, Subcontractor shall engineer/design all components and connections as required to install the Work in accordance with manufacturer's warranty provisions. Components not shown on the Contract Documents, and required to effect completion of the Work, are included in



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Turner Project #180026  
Fencing and Gates

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## Attachment B – Scope of Work

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Spec Section	Description
Division 32	Exterior Improvements

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Spec Section	Description
Division 3	Concrete

- d. The specific and standard inclusions listed below are intended to clarify and shall not limit in any way the responsibility for the Work included in the Specification Sections above.
- e. Certain aspects and/or components of Subcontractor's work may be performance-based (e.g. the work shall be engineered by Subcontractor or Subcontractor's engineer to perform in accordance with the Contract Documents – where indicated). If this is the case, Subcontractor shall engineer/design all components and connections as required to install the Work in accordance with manufacturer's warranty provisions. Components not shown on the Contract Documents, and required to effect completion of the Work, are included in



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Turner Project #180026  
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### Attachment B – Scope of Work

Subcontractor's scope. Subcontractor shall submit said components for Architect's review and coordination with contiguous work.

- f. CONTRACT TYPE: This bid package will be under the award of a **Plan and Specification** subcontract. This is a **lump sum** contract.

#### 5.1 SPECIFIC INCLUSIONS:

- a. Provide Fencing and Gates as noted in the Contract Documents, including items that are not necessarily shown on the contract drawings but are required for installation of a complete system. If there are incomplete details for this scope of work, please bring to Turner's attention for clarification. Scope of work includes fencing and gates and all accessories as per the contract drawings or (includes decorative fencing and gates, chain link fencing and gates, barbed wire, etc....)
- b. Provide for multiple deliveries to support just-in-time deliveries per the project schedule.
- c. Provide all fencing, gates and hardware indicated in the contract drawings and described within the specifications. This includes any incidental work not shown or specified to provide the complete system, including, but not limited to structural supports and guide rails.
- d. Provide excavation and concrete for all fence footings. Includes guide track concrete. Provide sleeves and posts as required. Off-haul all spoils.
- e. Any work involving removal or handling of hazardous or contaminated soil is excluded.
- f. Includes installation of Knox boxes furnished by Turner.
- g. Protect adjacent work. All areas adjacent to work shall be left in same condition as received, +/- 0.10' to top of subgrade.
- h. Where fencing occurs at mow strip, asphalts or sidewalks, include cost to install post out of sequence from fencing. Include coordination cost with other trades.
- i. Provide sleeves and embeds for fencing and gates. Include layout and coordination with other trades.
- j. Provide any cutting, disposal and patch back of asphalt or concrete if required.
- k. Provide V-track for rolling gates embedded in concrete.
- l. Field measure prior to shop drawings or fabrication. Layout included for this scope of work.
- m. Include multiple move-ins as areas become ready.

#### 5.2 STANDARD INCLUSIONS:

- a. As it relates to this scope of work, wherever the Contract Documents refer to CM, CM at Risk, Construction Manager at Risk, or Contractor, it is in reference to the Subcontractor performing this scope of work.
- b. The Subcontractor has thoroughly reviewed the construction documents and acknowledges that care and coordination will be required to coordinate the work with all other trades. No additional cost shall be claimed by or paid to the Subcontractor for reasonable and normal adjustments resulting from the coordination of its work with that of other trades. Reasonable and normal shall be as determined by Turner Construction.
- c. No additional cost shall be claimed or paid for elements not sized on the drawings so long as the eventual sizing is reasonable for the design as intended.



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**Attachment B – Scope of Work**

- d. If there is an inconsistency in the work shown on the contract documents, i.e. civil/architectural vs. that shown on the details, assume the drawing showing the greater scope of work to be correct.
- e. Provide work in full compliance with the requirements of this Subcontract, the Contract Documents, all applicable codes, and with any agency having jurisdiction over the work. In the event of a conflict, the more stringent requirement or higher level of quality shall be provided by Subcontractor at no additional cost.
- f. It is the Subcontractor's responsibility to address any questions for items shown on the contract drawings, reports, and specifications prior to bid. Any questions regarding the designs as shown on the contract documents, asked after the awarding of a contract, will be the responsibility of the Subcontractor.
- g. The subcontractor has visited the project site, is aware of the conditions at and adjacent to the site, and is fully familiar with all of the Contract Documents. Additionally the Subcontractor agrees that it has satisfied itself as to what the Subcontractor anticipates will be the character, quality, and quantity of surface and subsurface materials or obstacles that may be encountered during the performance of this Subcontract at the Project Site.
- h. All pricing provided by this Subcontractor is valid for the duration of construction and is not subject to material or labor escalation.
- i. All excavated slopes shall be maintained and protected in accordance with the Contract Documents, OSHA standards, and any other jurisdictional authority.
- j. All equipment on site shall meet City, County and local air emission standards.
- k. Subcontractor shall take necessary precautions during fueling, greasing, or minor repairs of on-site equipment to ensure no chemicals or materials contaminate soils.
- l. This Subcontractor shall provide all layout, and field engineering required for the performance of this work, including protection of reference points and replacement of such points that are lost or damaged during the execution of this work.
- m. Obtain approval by Structural Engineer of Record prior to making any penetrations or modifications of structural building components. All work to make penetrations required for this system is by this Subcontractor.
- n. Subcontractor is responsible for repairing any damages caused by their crews and equipment. All requirements and services identified in the Subcontractor Procedures Manual are part of these documents (permits, labor, EEO, temporary power, temporary water, storage, line and grade, hoists, safety, etc.).
- o. Shop drawings are to provide detailed information to the reviewer that materials and installation will conform to the project design. Shop drawings are to include adequate placing information including key plans, plan views, sections, elevations, dimensions, clearances, and other details as required for the proper installation of all materials. Coordinate shop drawings and details with Turner's project schedule & work sequencing.
- p. Furnish any templates required for installation of work.
- q. Coordinate with all other trades as required for special locations and point of connections for this scope of work.
- r. Coordinate all deliveries with the Turner Superintendent and comply with local governing agencies regarding delivery times and routes.
- s. Include off-hours stocking if required by Turner.



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### Attachment B – Scope of Work

- t. Provide (furnish and install, typical) all material deliveries bundled, tagged, and sequenced for off-loading to match project schedule and sequencing as provided by Turner.
- u. All material tags are to be of a permanent nature that will weather job site conditions.
- v. Provide unloading and hoisting of own materials as required.

#### 5.3 EXCLUSIONS:

- a. Permits
- b. Testing & Inspections except for re-testing due to failures.
- c. Hand digging of footing excavations.

#### 5.4 UNIT PRICES:

The Subcontractor will provide the following unit prices in accordance with 5a - c for work performed in accordance with Article IX of the Subcontract. The rates are **inclusive** of labor, fringe benefits, materials, tools, equipment, plant, supplies, samples, shop drawings, layout, handling, storage, hoisting, distribution, protection, transportation, supervision, contributions, coordination, compliance with all requirements of any applicable governmental agency, overhead and profit, **exclusive** of all onsite insurance if project insurance is a CCIP or OCIP or **inclusive** of all onsite insurance if not a CCIP or OCIP, and shall be valid for the duration of the project. Subcontractor shall accept the unit prices for changes to the Work as noted in Subcontractor's completed bid form. Provide unit prices on the Bid Package Bid Form. Provide unit pricing for adding or deducting whole units of work. Any changes to the Contract Sum will be based on the net amount of adds or deducts. Unit costs listed are solely for calculating costs associated with changes to work in the Contract Documents.

UP1	Description	ADD/DEDUCT	\$	/ ton
UP2	Description	ADD/DEDUCT	\$	/ sf

#### 5.5 ALTERNATES:

In accordance with item 5, provide the following Alternate prices **inclusive** of labor, fringe benefits, materials, tools, equipment, plant, supplies, samples, shop drawings, layout, handling, storage, hoisting, distribution, protection, transportation, supervision, contributions, coordination, compliance with all requirements of any applicable governmental agency, overhead and profit, **exclusive** of all onsite insurance if project insurance is a CCIP or OCIP or **inclusive** of all onsite insurance if not a CCIP or OCIP. Alternate prices are applicable for the duration of the project.

AL1	Description	ADD/DEDUCT	\$
AL2	Description	ADD/DEDUCT	\$

#### 5.6 SCHEDULE:

- a. All work will be performed in accordance to Item No. 06 Project Schedule dated 01/05/18 (data date).





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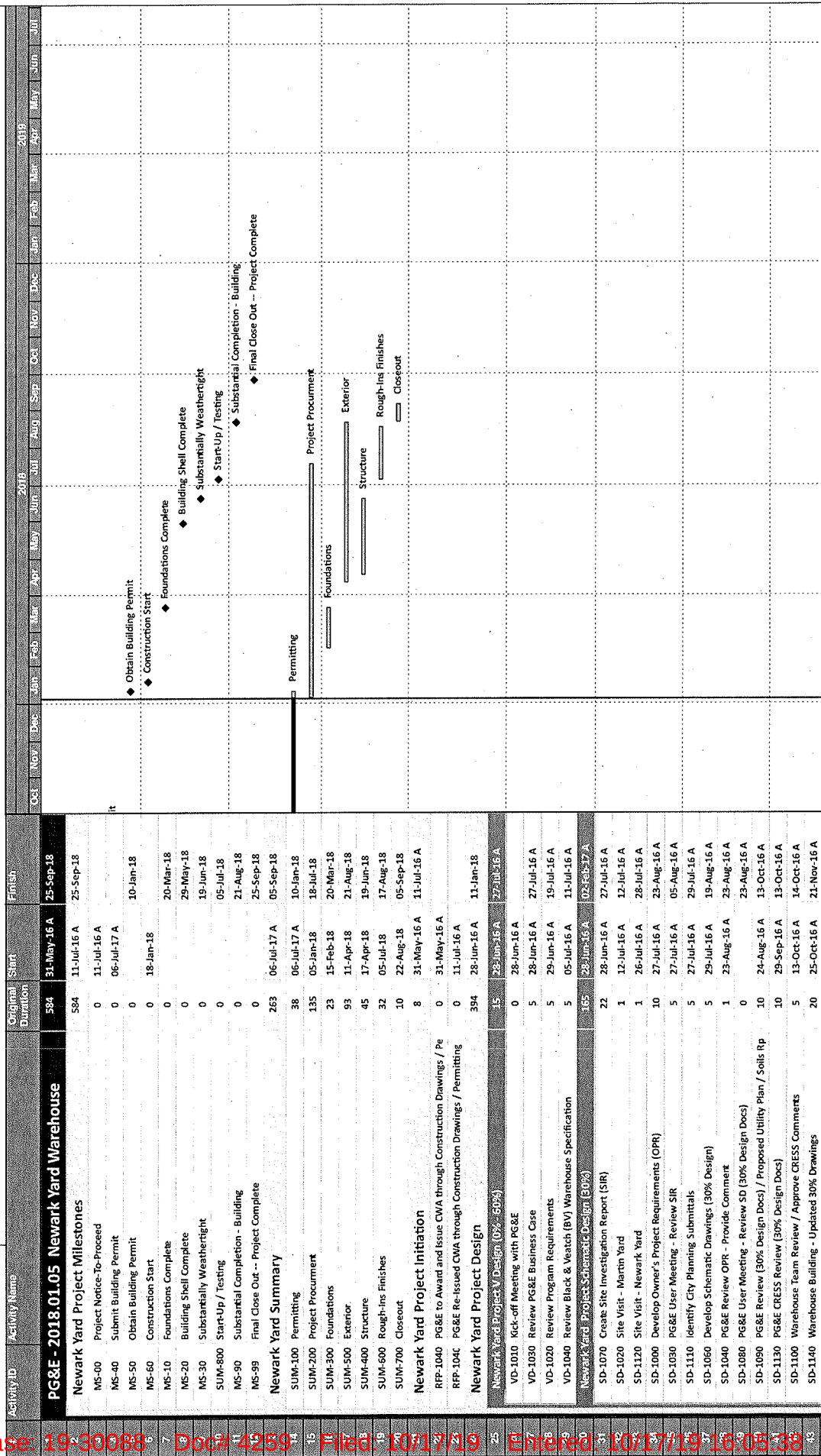
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**Attachment B – Scope of Work**

- b. Refer to Item No. 06 – Project Schedule for preliminary project schedule. Base bid pricing is to include all necessary schedule requirements per the project schedule including stacking of work in different sequences. Item No. 06 – Project Schedule is for reference only as a guide to be used for sequencing and durations in the proposal development process. The below additional schedule requirements are mandatory to be included in the base bid and take precedence over the Project Schedule.
- c. It will not be acceptable to delay the schedule due to inability to perform work from weather.

# PGE - 2018.01.05 Newark Yard Warehouse



Turner

Project Schedule - Update 01/05/18

Remaining Work  
Critical Remaining Work  
Actual Level of Effort  
Actual Work  
Remaining Level of Effort  
Critical Remaining Work  
Actual Level of Effort  
Actual Work

Run Date: 05-Jan-18  
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PGE - 2018.01.05 Newark Yard Warehouse

Activity ID	Activity Name	Original Duration	Start	Finish
SD-1150	PG&E Review Updated 30% Drawing (BV and CRESS)	18	22-Nov-16 A	17-Jan-17 A
SD-1160	Page turn of Updated 30% Drawings-Receive Comments	1	20-Dec-16 A	20-Dec-16 A
SD-1170	Revise Updated 30% plans comments from BV and CRESS	12	10-Jan-17 A	20-Jan-17 A
SD-1050	Pre-Application Mtg with City Planning	1	01-Feb-17 A	01-Feb-17 A
SD-1180	City to provide comments on Pre-App Mtg, PG&E to provide Resp	1	02-Feb-17 A	02-Feb-17 A
<b>Newark Yard Project Design Development (60%)</b>				
DD-1120	Design Development Drawings - Arch/Civil (60% Design Docs)	160	23-Jan-17 A	04-Jun-17 A
DD-1200	Submit DD to PG&E for Review / Approve (60% Design Docs)	20	23-Jan-17 A	24-Feb-17 A
DD-1115	Develop & Publish Soils Report	5	27-Feb-17 A	27-Feb-17 A
DD-1140	Submit DD (Complete) to PG&E for Review/Approve	0	03-Mar-17 A	11-Apr-17 A
DD-1221	Design Development (60% Design Docs) Page Turn Meeting	0	14-Mar-17 A	14-Mar-17 A
DD-1130	Design Development Drawings - Incorporate Soils Report	8	28-Mar-17 A	28-Mar-17 A
DD-1145	Prepare/Validate DD (60% Design Docs) Estimate	8	11-Apr-17 A	30-Apr-17 A
DD-1155	Prepare/Validate DD (60% Design Docs) Estimate	10	01-Aug-17 A	04-Aug-17 A
<b>Newark Yard Project Construction Documents (90%)</b>				
CD-1005	Incorporate PG&E Consultants - IT/ sec / Etc.	53	28-Apr-17 A	11-Aug-17 A
CD-1070	Prepare CD Drawings (90% Drawings & Specs)	5	28-Apr-17 A	20-Jun-17 A
CD-1000	Complete CD (90% Drawings & Specs)	0	05-May-17 A	18-May-17 A
CD-1020	Publish 90% CD Set to Team	0	18-May-17 A	18-May-17 A
CD-1040	Team to review 90% CD & Provide Comments	0	19-May-17 A	02-Jun-17 A
CD-1045	CD Drawings (90% Design Docs) Page Turn Meeting	1	23-May-17 A	23-May-17 A
CD-1060	Develop Permit Set w/ contractibility & PG&E	5	12-Jun-17 A	06-Jul-17 A
CD-1050	Complete 90% CD Estimate / Prep for Permit	8	02-Aug-17 A	11-Aug-17 A
<b>Newark Yard Project Final Job Estimate (Phases 1-2)</b>				
<b>Phase 1 Pricing</b>				
GMP-3	Finalize Subcontracts - Phase 1 Pricing	175	05-Mar-17 A	13-Jan-18
GMP-2	Develop phase 1 Pricing - long Lead Items	68	05-Apr-17 A	17-Jun-17 A
GMP-2	Submit Phase 1 Pricing to PG&E for Approval of SD Estimate	20	06-Mar-17 A	07-Jun-17 A
GMP-2	PG&E to Review & Approve Phase 1 Pricing	10	30-Mar-17 A	25-Apr-17 A
GMP-2	PG&E to Issue CD for Phase 1 Work Release	0	04-May-17 A	12-Apr-17 A
GMP-2	PG&E to Review & Approve Phase 1 Pricing	10	04-May-17 A	15-May-17 A
GMP-2	PG&E to Issue CD for Phase 1 Work Release	20	18-May-17 A	07-Jun-17 A
<b>Phase 2 Pricing</b>				
GMP-3	Develop Phase 2 Pricing - Construction	127	19-Jun-17 A	31-Jan-18
GMP-3	Bid Leveling - Phase 2 Pricing	10	19-Jun-17 A	01-Sep-17 A
GMP-3	Develop GMP Quals and Assumption	5	31-Aug-17 A	07-Sep-17 A
GMP-3	Submit Phase 2 Pricing to PG&E for Approval	5	08-Sep-17 A	06-Oct-17 A
GMP-3	PG&E to Review & Approve Phase 2 Pricing	0	06-Oct-17 A	06-Oct-17 A
GMP-3	PG&E to Issue CMA for Phase 2 Work Release	8	06-Oct-17 A	17-Oct-17 A
GMP-3	PG&E to Review & Approve Phase 2 Pricing	28	17-Oct-17 A	06-Dec-17 A
GMP-3	Update Subcontractor Pricing From Permit Comments	10	23-Oct-17 A	05-Jan-18
GMP-3	Finalize Subcontracts - Phase 2 Pricing	15	01-Dec-17 A	11-Jan-18
<b>Newark Yard Project Procurement</b>				
PR-1000	Metal Building Submittals	200	08-Jun-17 A	18-Jul-18
PR-1000	Develop Submittal/Long Lead	20	08-Jun-17 A	12-Jun-17 A
PR-1000	Develop Submittal/Long Lead	15	05-Jan-18	26-Jan-18
PR-1060	Procure Metal Building	60	22-Jan-18	16-Apr-18*
PR-1020	Electrical Submittals	15	17-Apr-18	07-May-18
PR-1030	Mechanical & Plumbing Submittals	15	17-Apr-18	07-May-18

Project Schedule - Update 01/05/18

Turner

Project Schedule - Update 01/05/18

Turner

# Turner

PGEW-Solids21 - B2-41

PGE - 2018.01.05 Newark Yard Warehouse

Activity ID	Activity Name	Original Duration	Start	Finish	2018	2019
PR-1050	D/F/H Submittal	25	17-Apr-18	21-May-18		
PR-1050	Millwork Submittal	15	03-May-18	23-May-18		
PR-1070	Procure Electrical Materials	30	08-May-18	19-Jun-18		
PR-1080	Procure Mechanical & Plumbing Materials	30	08-May-18	19-Jun-18		
PR-1090	Procure D/F/H	40	22-May-18	18-Jul-18		
PR-1100	Procure Millwork	30	24-May-18	06-Jul-18		
<b>Newark Yard Project Permitting</b>						
P-3000	Submit for Building Permit	1	05-Jul-17 A	07-Jul-17 A		
P-3010	City Plan Check (round 1)	20	07-Jul-17 A	11-Aug-17 A		
P-3070	Stop Notice from PG&E	6	09-Aug-17 A	28-Aug-17 A		
P-2020	City Plan Check Complete (round 1)	0		11-Aug-17 A		
P-3100	Remobilize Staff After Re-Authorization to Proceed	5	28-Aug-17 A	05-Sep-17 A		
P-3020	Design Team Address & Respond to Plan Check Comments - Building Permit	10	06-Sep-17 A	02-Oct-17 A		
P-3090	Resolve Added City Storm Drain Design Constraints	12	06-Sep-17 A	29-Sep-17 A		
P-3110	PG&E Provide Required Survey and Utility As-Build Information on	16	06-Sep-17 A	26-Oct-17 A		
P-3030	Resubmit for City Plan Check (round 2)	0		02-Oct-17 A		
P-3040	City Plan Check (round 2)	25	03-Oct-17 A	26-Oct-17 A		
P-3060	PG&E Submit for SWPPP Plan Approval	0	05-Oct-17 A			
P-3160	Weber Road Water Line Design	6	25-Oct-17 A	09-Nov-17 A		
P-3230	Delay - Outdoor Material Storage	9	26-Oct-17 A	07-Dec-17 A		
P-3002	Submit High Pile Storage - Deferred Submittal	6	27-Oct-17 A	01-Feb-18		
P-3200	Turner GPR for Depth of Line (needed based on inconclusive PG&E	10	27-Oct-17 A	09-Nov-17 A		
P-3170	B&V Internal Review on Weber Road Water Line Design	5	09-Nov-17 A	14-Nov-17 A		
P-3180	ADI Address Internal Comments for Weber Road Water Line Design	3	14-Nov-17 A	17-Nov-17 A		
P-3190	ADI Package Weber Road Water Line Documents	2	17-Nov-17 A	21-Nov-17 A		
P-3080	ADI Address City Plan Check Comments (Round 2)	10	22-Nov-17 A	04-Dec-17 A		
P-3130	City Review of Weber Road Water Line Design (Round 1)	25	22-Nov-17 A	04-Dec-17 A		
P-3120	Submit for Weber Road Water Line Design (Round 1)	1	22-Nov-17 A	22-Nov-17 A		
P-3140	ADI Address Weber Road Water Line Plan Check comments	10	04-Dec-17 A	19-Jan-18		
P-3220	B&V Review ADI Plan Check Response (round 2)	5	04-Dec-17 A	07-Dec-17 A		
P-3150	Submit for OTC Counter Permit Review (Round 3)	5	12-Dec-17 A	10-Jan-18		
SOLIS1060	Environmental Release to Construct (ERTC)	5	05-Jan-18	11-Jan-18		
P-3005	Submit for Flood Plain Administrative	1	05-Jan-18	05-Jan-18		
P-3050	Building Permit Issued	0		10-Jan-18		
P-3210	Resubmit OTC for Weber Road Water Line	5	22-Jan-18	26-Jan-18		
<b>Newark Yard Project Construction</b>						
<b>Mobilize / Foundations</b>						
C-1030	Implement On Site Safety Program (ISNet)	20	13-Jan-18	07-Feb-18		
C-1000	Begin Construction	5	11-Jan-18	17-Jan-18		
C-1010	Mobilize to Site	5	18-Jan-18	24-Jan-18		
C-1020	Set-up Fencing & Conexes for Yard Relocation	5	23-Jan-18	29-Jan-18		
C-2070	Mobilize for Soil Import	7	30-Jan-18	07-Feb-18		
<b>Site Work</b>						
C-2050	Clear and Grub / Set Site to Grade	5	26-Jan-18	01-Feb-18		

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Project Schedule - Update 01/05/18

Legend:  
 Remaining Level of Effort  
 Actual Level of Effort  
 Critical Remaining Work  
 Milestone

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Case: 19-00088

Doc# 42591



**PGE - 2018.01.05 Newark Yard Warehouse**

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# Turner

**turner**

Construction Company

300 Frank H. Ogawa Plaza, Suite 510

Oakland, CA 94612

(510) 267-0787

**Insurance Requirements**

**Please review these insurance requirements for the PG&E EMERGENCY EARTHQUAKE RESTORATION (EER) WAREHOUSES - FREMONT projects to submit (2) certificates and endorsements that meet the following requirements PRIOR TO MOBILIZING ONSITE**

**Make sure you have the following:**

- ☐ You meet the minimum limits for your scope of work. (refer to chart below)
- ☐ These additional insured's are named on the cert. & the endorsement:

**TURNER CONSTRUCTION COMPANY, PACIFIC GAS AND ELECTRIC COMPANY (PG&E), ITS DIRECTORS, OFFICERS, AGENTS AND EMPLOYEES.**

- ☐ The endorsement has CG 20 10 11 85 or equivalent wording:
  - Covers Completed Operations or "**your work**" (Ongoing Ops is **Unacceptable**)
  - Stating that "**This policy is primary** and any other insurance maintained by the additional insured's shall be excess and non-contributory."
- ☐ Remember to **cross out** "will endeavor" and everything after "to the left" in the cancellation box.
  - If cannot cross out, have a signed letter on letterhead stating unable to provide.
- ☐ In general liability-aggregate make sure the "project box" is checked.
- ☐ Include your most **current worker's compensation** information\* with a minimum of \$1M coverage.
- ☐ Please make sure you have \$1M **Auto liability** and \$1M **Umbrella/Excess liability**.\*
- ☐ Please make sure you have \$2M **Professional liability (E&O)** \*. (Design Build ONLY)
- ☐ Please make sure you have \$5M/Occurrence & \$10M aggregate **Pollution Liability** (Asbestos Abatement/Remediation ONLY)
- ☐ **PLEASE PROVIDE VALID ENDORSEMENT** (with above requirements).
- ☐ Please provide us with a renewal (up to date) insurance certificate.

**Project Info:****Project Name: PG&E EMERGENCY EARTHQUAKE RESTORATION - FREMONT****Project Address: 6690 WEBER RD., FREMONT, CA 94538****Project No.: 180026**

\*Email the certificates and proper endorsements to mguzman@tcco.com, Jamassey@tcco.com and Bagacia@tcco.com

If you should have any questions, feel free to contact Marlene Guzman, at 510-267-8105

**\$2 MM (per occurrence & aggregate)**

Landscaping  
Fencing  
AC Paving, Curb & Gutter  
Rough Carpentry  
Ornamental Iron  
Finish Carpentry & Casework  
Insulation  
Doors, Frames & Hardware  
Overhead Doors & Grilles  
Drywall & Plaster  
Ceramic Tile  
Acoustic Ceiling Tile  
Flooring  
Paint  
Toilet Partitions/Access  
Window Coverings  
Specialties and Signage  
Bleachers & Playground Equipment  
Equipment and Furnishings  
\*\*Note: For non-urban sites -\$2 Million can be reduced to \$1 Million

**\$3 MM (per occurrence & aggregate)**

Site Utilities  
Site & Building Concrete (CIP on Metal Deck)  
Masonry  
Stone Pavers  
Exterior Wall Stone  
Rebar  
Structural & Miscellaneous Iron  
Space Frame  
Sheetmetal  
Waterproofing  
Windows-Glazing, Storefront, Curtain Wall  
Caulking  
Elevators  
Fire Protection  
HVAC/Plumbing/Controls  
Electrical  
Scaffolding

**\$5 MM (per occurrence & aggregate)**

Non-Structural Demolition  
Shoring  
Foundation Concrete or CIP Frame  
Structural Steel (no Tower Crane)  
Metal Deck  
Roofing  
Exterior Wall (no Tower Crane)  
Precast Concrete (No Tower Crane)  
Theater Rigging  
Grandstands  
Window Washing Equipment  
Mobile Cranes/Material & Man Hoists  
**\$10 MM (per occurrence & aggregate)**  
Tower Cranes

**\$20 MM (per occurrence & aggregate)**

Structural Demolition

**\*\*Note:**

On Subcontracts >\$5M limits equal to Contract value up to \$10M max.

1<sup>ST</sup> COI Holder: Turner Construction Company 300 Frank H. Ogawa Plaza, Suite 510. Oakland, CA 946122<sup>ND</sup> COI Holder: Pacific Gas and Electric Company c/o Exigis. One Market, Spear Tower. San Francisco, CA 94105

**FREMONT, CA  
180026**

**Item No. 11**

### Attachment "D" - Insurance

To the fullest extent permitted by law, the Subcontractor hereby assumes the entire responsibility and liability for any and all physical and economic, actual or potential damage or injury of any kind or nature whatever (including death, business interruption or loss of use resulting therefrom) to all persons and entities, whether employees of any tier of the Subcontractor or otherwise, or to all property; or as a result of a perceived risk of such damage or injury (including actions taken to avoid or contain such actual or potential damage or injury, whether required or incurred by a public authority or otherwise); caused by, resulting from, arising out of or occurring in connection with the Subcontractor's Work, Subcontractor's breaches of obligations under this Agreement, or its willful or negligent acts or omissions in the execution of the Work, or in preparation for the Work, or any extension, modification, or amendment to the Work by change order or otherwise. Should any claims for such physical and economic, actual or potential damage or injury (including death resulting therefrom) be made or asserted, whether or not such claims are based upon an Indemnified Party's alleged negligence or participation in the wrong or upon any alleged breach of any statutory duty or obligation on the part of an Indemnified Party, to the full extent permitted by law, including without limitation California Civil Code Sections 2782 and 2782.05, if applicable, the Subcontractor agrees to indemnify and save harmless the Indemnified Party from and against any and all such claims and further from and against any and all loss, cost, expense, liability, damage, penalties, fines or injury, including legal fees and disbursements, that the Indemnified Party may directly or indirectly sustain, suffer or incur as a result thereof and the Subcontractor agrees to and does hereby assume, on behalf of the Indemnified Party, the immediate defense of any action at law or in equity which may be brought against the Indemnified Party upon or by reason of such claims and to pay on behalf of the Indemnified Party, upon demand, the amount of any judgment that may be entered against the Indemnified Party in any such action. Nothing contained in this Agreement requires Subcontractor to indemnify the Indemnified Party for Indemnified Party's own active negligence or willful misconduct.

To the fullest extent permitted by law, including without limitation California Civil Code Sections 2782 and 2782.05, if applicable, Subcontractor's duty to defend, save harmless and indemnify the Indemnified Parties is effective immediately upon tender of written notice by an Indemnified Party requesting that Subcontractor undertake its duty to defend and indemnify the Indemnified Parties. The Subcontractor's obligations under all of the terms and provisions of Article XXIII shall remain in force and effect.

In furtherance to but not in limitation of the indemnity provisions in this Agreement, Subcontractor hereby expressly and specifically agrees that its obligation to indemnify, defend and save harmless as provided in this Agreement shall not in any way be affected or diminished by any statutory or constitutional immunity it enjoys from suits by its own employees or from limitations of liability or recovery under worker's compensation laws.

Nothing in this Agreement shall be deemed to relieve the Subcontractor of its obligations and responsibilities under a project wrap-up insurance program. To the fullest extent allowed by law, including without limitation California Civil Code Section 2782.9, where there are claims for losses and costs covered by such wrap-up program, the Subcontractor, if enrolled, shall be required to make a contribution towards the deductibles and/or self-insured retentions under such wrap-up insurance program.

Before commencing the Work, the Subcontractor shall procure and maintain, at his own expense, until completion and final acceptance of the Work at least the following insurance for offsite from insurance companies satisfactory to Turner:

1. WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE in accordance with laws of the State in which the Work is situated.
2. COMMERCIAL GENERAL LIABILITY INSURANCE INCLUDING COMPLETED OPERATIONS, CONTRACTUAL LIABILITY INSURANCE AGAINST THE LIABILITY ASSUMED HEREINABOVE, and including CONTRACTORS' PROTECTIVE LIABILITY INSURANCE if the Subcontractor sublets to another all or any portion of the Work, with the following minimum limits:

Per Occurrence and in the Aggregate: See table below for limits. Contact a representative from Turner Construction Company with any questions or if your trade is not listed.

**\$2 MM (per occurrence & aggregate)**

Landscaping  
Fencing  
AC Paving, Curb & Gutter  
Rough Carpentry  
Ornamental Iron  
Finish Carpentry & Casework  
Insulation  
Doors, Frames & Hardware  
Overhead Doors & Grilles  
Drywall & Plaster  
Ceramic Tile  
Acoustic Ceiling Tile  
Flooring  
Paint  
Toilet Partitions/Access  
Window Coverings  
Specialties and Signage  
Bleachers & Playground Equipment  
Equipment and Furnishings

**\*\*Note:** For non-urban sites - \$2 Million can be reduced to \$1 Million

**\$3 MM (per occurrence & aggregate)**

Site Utilities  
Site & Building Concrete (CIP on Metal Deck)  
Masonry  
Stone Pavers  
Exterior Wall Stone  
Rebar  
Structural & Miscellaneous Iron  
Space Frame  
Sheetmetal  
Waterproofing  
Windows-Glazing, Storefront, Curtain Wall  
Caulking  
Elevators  
Fire Protection  
HVAC/Plumbing/Controls  
Electrical  
Scaffolding

**\$5 MM (per occurrence & aggregate)**

Non-Structural Demolition  
Shoring  
Foundation Concrete or CIP Frame  
Structural Steel (no Tower Crane)  
Metal Deck  
Roofing  
Exterior Wall (no Tower Crane)  
Precast Concrete (No Tower Crane)  
Theater Rigging  
Grandstands  
Window Washing Equipment  
Mobile Cranes/Material & Man Hoists  
**\$10 MM (per occurrence & aggregate)**  
Tower Cranes

**\$20 MM (per occurrence & aggregate)**  
Structural Demolition

**\*\*Note:**

On Subcontracts >\$5M limits equal to Contract value up to \$10M max.

3. COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE covering all owned, non-owned and hired automobiles used in connection with the Work, with the following minimum limits:  
Bodily Injury (including death) \$ 1,000,000 per accident and Property Damage
4. ALL RISK CONTRACTOR'S EQUIPMENT INSURANCE COVERAGE shall be provided by all Subcontractors utilizing a crane or other equipment in connection with the performance of the Work and insured to the full value of equipment.

Before commencing the Work, the Subcontractor shall furnish a certificate, satisfactory to Turner, from each insurance company showing that the above insurance is in force, stating policy numbers, dates of expiration and limits of liability thereunder, and thereunder, and further providing that should any of the described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions. Subcontractor shall advise Contractor of the amount of any Deductible or Self-Insured Retention that exists on any policies of insurance on the face of the certificates provided. Subcontractor shall be responsible for and agrees to pay and/or reimburse Contractor for any such Deductible or Self-Insured Retention. Turner, the Owner and their directors, officers and employees shall be named as an additional insured under these policies of insurance.

The policy shall be endorsed to stipulate that the insurance afforded the additional insureds, including "excess" policies, shall apply as primary insurance and that any other insurance maintained by Turner and the Owner shall be in excess only and shall not be called upon to contribute with this insurance.

If the Subcontractor fails to procure and maintain such insurance, Turner shall have the right, but not the obligation, to procure and maintain the said insurance for and in the name of the Subcontractor and the Subcontractor shall pay the cost thereof and shall furnish all necessary information to make effective and maintain such insurance.